

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>0010</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6) Same as item 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)			(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>DE-RP06-04RL14600</b>
			✓	9B. DATED (SEE ITEM 11) <b>12/11/2003</b>
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)


E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment clarifies the amount of funding that will be available in fiscal year 2006 for this contract (including the offeror's transition costs). The amount is \$42 million.

The attached page B-2 replaces the Posted RFP page B-2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Andrew H. Wirkkala</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
   (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	May 17, 2005

such reasonable, allowable and allocable pension costs for incumbent employees will be reimbursed on a cost, no fee basis. In addition, such costs will be excluded from all cost performance incentive fee (provisional fee) payments and calculations under Section B and elsewhere in this contract. The Contractor understands, however, that the pension cost for incumbent employees will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section B.4, below.

## **B.2 AVAILABILITY OF FUNDS**

Except as may be specifically provided to the contrary in the Section I Clause DEAR 952.250-70 entitled, *Nuclear Hazards Indemnity Agreement (JUN 1996)*, the duties and obligations of the U.S. Department of Energy (DOE) hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

## **B.3 OBLIGATION OF FUNDS**

Subject to Clause I-61, FAR 52.232-22, Limitation of Funds (APR 1984), the amount presently obligated under the Contract is \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

## **B.4 FUNDING PROFILE**

The contract (including transition) will nominally be funded at \$42 million in fiscal year 2006 and at \$44.6 million per fiscal year beginning in fiscal year 2007, without adjustments for inflation. The total contract target cost and target fee shall not exceed the funding profile specified. If funding varies by more than 5% in a given fiscal year or more than \$5M over any three consecutive fiscal year periods from the prescribed funding level, the variance may be a basis for an equitable adjustment to the target cost and fee.

## **B.5 TARGET COST, TARGET COMPLETION DATE, AND INCENTIVE FEE STRUCTURE**

### **(a) Contract Line Item Numbers (CLINS)**

As described in Section C.3, the work scope of this solicitation/contract is grouped into two CLINS:

CLIN 1: FFTF Deactivation and

CLIN 2: FFTF Decommissioning, demolition and environmental restoration  
(D&D/ER)

### **(b) DOE Authorization of CLIN 2**

Upon receipt of the FFTF Decommissioning EIS and Record of Decision (ROD) in FY2007, DOE will evaluate the feasibility of executing CLIN 2. Based upon the results